

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-	PAGE 1	OF PAGES 46
2. CONTRACT NUMBER	3. SOLICITATION NUMBER LCNLS08R0185	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/26/08	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY Contracts and Grants Management, U.S. Library of Congress 101 Independence Avenue, S.E., LA-325 Washington, D.C. 20540		CODE		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____. **See Section L for deadline for receipt of proposals.**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Sidney Wise	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	AREA CODE 202	NUMBER 707-3420	EXT.		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Schedule B

FIRM FIXED UNIT PRICE, INDEFINITE QUANTITY CONTRACT

The resultant contract will be a firm fixed unit price indefinite quantity contract for the supplies specified herein. The quantities are estimated quantities, and are the Library of Congress' best estimate to be used in the evaluation of offers.

GUARANTEED MINIMUM

The guaranteed minimum is 70,000 copies

Schedule B

The contractor shall provide all of materials, labor, and transportation to duplicate and distribute recorded books on flash cartridge in accordance with the Statement of Work in this solicitation and applicable sections of National Library Service for the Blind and Physically Handicapped (NLS) specification 403 incorporated herein and as part of any resulting contract. Contract award will be expressed in estimated total copies awarded. Flash Duplication include the cost of producing all book cards, address cards, flash cartridge labels, print and Braille container labels, packaging, handling, and shipping control copy to the National Library Service for Blind and Physically Handicapped (NLS/BPH). The price evaluation of offers will be based on estimated amounts shown below times unit prices. The total estimated copies to be produced are 220,000.

The government will furnish the following material:

- a. Audio files provided via web download
- b. Flash memory cartridges
- c. Cartridge mailing containers
- d. All text files required to produce book cards and labels

Base Year					
<u>Item Number</u>	<u>Supplies</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1-10 copies per title	200 Titles	Copy	\$_____	\$_____
2.	11-100 copies per title	1000 Titles	Copy	\$_____	\$_____
3.	Over 100 copies per title	1000 Titles	Copy	\$_____	\$_____

Option Year 1					
<u>Item Number</u>	<u>Supplies</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1-10 copies per title	200 Titles	Copy	\$_____	\$_____
2.	11-100 copies per title	200 Titles	Copy	\$_____	\$_____
3.	Over 100 copies per title	200 Titles	Copy	\$_____	\$_____

Option Year 2

<u>Item Number</u>	<u>Supplies</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1-10 copies per title	200 Titles	Copy	\$_____	\$_____
2.	11-100 copies per title	200 Titles	Copy	\$_____	\$_____
3.	Over 100 copies per title	200 Titles	Copy	\$_____	\$_____

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 PREFACE TO DESCRIPTION, SPECIFICATIONS, AND WORK STATEMENT

C.1.1 Background

As mandated by Public Law 89-522 dated July 30, 1966, The National Library Service for the Blind and Physically Handicapped (NLS), Library of Congress (LOC), provides reading materials in recorded and braille formats to U.S. residents and U.S. citizens living abroad who are unable to use conventional print materials because of visual and physical limitations. Each year, more than 24 million books and magazines are circulated to these groups. Reading materials (books and magazines) are produced by contractors for NLS, and are distributed to a readership in excess of 790,000 through a network of over 132 regional and sub-regional libraries for blind and physically handicapped individuals. States, municipalities, or other agencies operate these organizations. In addition, books are distributed to schools, multi-state centers, and veterans' hospitals throughout the nation and U.S. territories. All services and products are funded by the U.S. Congress through NLS and are provided to patrons free of charge including mail to and from patrons, through the U.S. Postal Service.

NLS has about 130,000 titles in its collection and adds 2,700 titles (including music titles) annually. Books are circulated to patrons primarily through the mail from their network libraries located in their jurisdictions. Additionally, several magazines are distributed on a weekly, monthly, bi-monthly or quarterly schedule. Also, catalogs, bibliographies, and newsletters are distributed on an annual, quarterly or bi-monthly schedule.

C. 1.2 User Materials

Contractors who produce books, equipment, or other products shall be cognizant of the consumer-responsive nature of the program and that the specifications for these products have been developed to meet the needs of program users. Materials are produced with the readers' needs foremost in mind and improved through constant monitoring and consumer input. Contractors are expected to familiarize themselves with the equipment-handling practices of blind and physically handicapped clientele and ensure that the supplies and equipment produced shall stand up under such use. A high degree of quality workmanship and product reliability is mandated by the product specification.

C.1.3 Variations

Books to be assigned under an awarded contract are selected by the Library. Number of flash-cartridge copies to be duplicated per title may vary, though total number of copies to be duplicated across all titles will be provided. These variables, unknown at time of contract award, make it impossible for the Library to know for certain if the contracted number of copies to be duplicated will be the actual number completed. However the Library will assign the number of titles in order to utilize the contract award and funds obligated as fully as possible. This may result in more or less than the stated number of copies duplicated. (See also sections C.11, I.2 and I.4)

C.1.4 Policy

NLS follows the mandate of Public Law 89-522 for the purchase of books, either in raised characters or in sound reproduction recordings, by giving preference to nonprofit institutions whose activities are primarily concerned with the blind and other physically handicapped persons where bids submitted by such institutions are determined to be fair and reasonable.

To fulfill the intent of this mandate and in order to receive this preference, a contractor must perform a substantial portion of the work that is represented by the cost of producing the described items, or by making a significant contribution to the manufacture or production of the end item. In this solicitation, this is defined as follows:

- A substantial portion of the work means a minimum of fifty percent (fifty percent or more) of the duplication, labeling, packaging and shipping activities, to be determined by one or more of the following: cost not including cost of materials, labor hours, or titles.
- A significant contribution means all duplication, labeling, packaging, and shipping activities.

C.2 SCOPE OF WORK

Duplicate, package and distribute books to network libraries on flash cartridge media and also provide Digital Talking Book (DTB) control copies in accordance with this solicitation document, applicable sections of NLS Specification #403 incorporated herein (see Section J) and made a part hereof. Copies of NLS specifications are available at <http://www.loc.gov/nls/specs>. NOTE: This document contains information needed to properly duplicate and package digital talking books (DTBs) that is not included in the NLS Specifications.

Samples of the products that precisely meet all applicable requirements may be required at any time during the period of performance.

C.3 RECORDING/DUPLICATION OPERATIONAL PROCEDURES

C.3.1 NLS to Provide Contractor

NLS will provide the contractor with audio files provided via web download, flash cartridges, flash cartridge mailing containers, and all text files required to produce book cards and labels.

C.3.3 Distribution Schedule

Within 15 days of completion of the Retro Copy Allotment event, NLS will provide a distribution schedule for copies of titles to be duplicated. This schedule will list the number of copies of each title for each library in the NLS network, as well as the total production requirement. The contractor shall be responsible for providing individual mailing address cards for each copy of each title

C.3.5 QC Control Copy

Upon notification of a title chosen for duplication on flash and distribution, the contractor shall prepare and send to the NLS Quality Assurance Section by NLS approved delivery (UPS, FedEx, DHL, etc.), at contractor's expense, one (1) quality *Control Copy* package consisting of the following items:

- The flash cartridge mailing container(s) containing book cards and properly labeled as it(they) will be sent to the libraries
- The flash cartridge(s) properly labeled and inside the container(s)

Approval of the *Control Copy* shall be made available on the NLS website (www.loc.gov/pics). The contractor shall not distribute any title that has not been approved by the NLS Quality Assurance Section.

C.3.6 Producer Activity Updates

Contractor shall report contract activity at www.loc.gov/pics for each title within two business days of the activity. The information to report consists of:

- Book number, provided by NLS
- Contract number, provided by NLS
- Date Control Copy was shipped to Quality Assurance, provided by contractor.
- Actual ship date, provided by contractor (date all flash copies were mailed to libraries)
- Shipped copies, provided by contractor (total number of copies shipped)

The format and information of the reporting function is subject to change by NLS at any time. Contractors will be notified of any changes prior to implementation of the change.

C.6 WARRANTY

The contractor, under contractual requirements of specification #403 shall be responsible for replacing defective books for the full one (1) year warranty period. The warranty period shall extend to the last day of the twelfth month after which the flash cartridges were shipped to the libraries.

C.8 NETWORK ADDRESSES

Network address changes will come from NLS via Fax and/or e-mail. Within five (5) working days after receipt of request from NLS, the contractor shall:

- Cancel a closing network library address and product quantities
- Update all master address files
- Divert the closing networks library's product quantities by changing mailing labels already in existence

C. 9 LABELS**C. 9.1 Print/Braille Labels**

Sources that can provide the print/braille labels required for cassettes, flash cartridges and containers are:

Label Specialties, Inc.
Attn: Jim Medley
2501 Technology Drive
Louisville, Kentucky 40299
502-261-9000

American Foundation for the Blind
Att: Deodatt Mattow
11 Penn Plaza, Suite 300
New York, NY 10001
212-501-7600

C.9.2 Container Labels

Sample labels, attached to the sample container provided to bidders upon request, are for information only. All labels must conform to Drawings 1014, 1401 and 1403 and applicable sections of Specification #403. Drawings and Specifications are available at www.loc.gov/nls/specs. Note carefully the specification provisions relating to requirements for label material and procedures for proposing equivalent materials.

C.10 OPTION TO INCREASE OR DECREASE QUANTITIES

The Library reserves the right to increase or decrease the number of copies (see also section I.4). The number of copies set forth herein are subject to a variance of plus twenty-five percent (+25%) or minus twenty-five percent (-25%). The successful contractor agrees to accept such increase or decrease and produce at the same unit prices as provided in the contract for awarded quantities. The contractor shall notify the NLS project monitor who will advise the COTR and Contracting Officer when the number of copies drops below or exceeds this nominal range. This provision shall be read in extension of, and not in limitation of, option provisions in section I.3

SECTION D

PACKAGING AND MARKING

D.1 LABELING AND PACKAGING

Labeling and packaging instructions are included in the Drawings referenced in Section J

SECTION E

INSPECTION AND ACCEPTANCE

E.1 SERVICE GUARANTEE

The quality warranty provisions stated in Specification #403 shall apply.

E.2 TIME OF ACCEPTANCE

Subject to requirements of warranty (see above) and to audit of network library monthly receiving reports, for purposes solely of invoicing for completed books in accordance with provisions of section G.1, acceptance will occur when all copies of a title are deposited in the U.S. Postal Service for mailing to libraries. (See section F.5.) The contractor, at contractor's expense, shall correct defective copies. The number of copies scheduled to ship each month shall not be changed unless contractor requests extra time and it is approved by the COTR.

E.3 ACCEPTANCE AND APPROVAL

NLS/BPH will review Control Copies for conformance to contract specifications. Written notice of approval or rejection/return will be provided to the contractor for each submission via the Internet at www.loc.gov/pics. In the event of rejection/return, failure to remedy the defect causing the rejection/return in a timely manner may result in termination for default. When the number of rejections exceeds ten percent (10%) of the contracted number of titles, NLS/BPH may consider partial termination and reassignment of titles or termination for default. Titles rejected more than once are counted as separate rejections for each instance. In addition, each title that the contractor is required to recall from or correct in the field will be considered a reject and counted with the total number of rejects for the contract..

SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

F.1.1 Delivery Schedules

NLS/BPH will indicate to the contractor the number of copies to be shipped each month. If a title is delayed by NLS, e.g., due to limited availability of blank flash cartridges, a different delivery schedule (DS) will be established. The number of copies required per month will be determined by the distribution of selections of the libraries (i.e. number of copies for each title selected). NLS estimates seven (7) calendar days from the date of receipt at NLS/BPH, for review of the Control Copy. NLS/BPH will revise the DS if NLS/BPH has in any way caused a delay. The contractor shall be responsible for notifying the contract monitor or COTR in advance of any instance when it cannot meet the DS due to exceptional and unavoidable circumstances (e.g., hurricanes, fire, etc.). In this event, NLS/BPH will consider the cause of potential failure to meet the DS, and either set a revised DS, or retain the original DS. Any title shipped after its SSD will be considered a late delivery.

F.1.2 Late Shipment

NLS/BPH will determine the difference between the DS and the actual number of copies shipped each month.. When the number of titles shipped late exceeds twenty-five percent (25%) of titles shipped, NLS/BPH may consider partial termination (reduction of titles) or termination for default

F.2 Delivery Verification

The contractor shall not distribute a title without approval by NLS/BPH Quality Assurance Section. Actual delivery will be validated by each receiving libraries for each title via the web. If a library reports a short shipment, that information is made available to the contractor via the Producer Data Exchange (PDE) screen at www.loc.gov/pics. Contractors are responsible for warranty replacement within 30 days of any missing copies reported. Failure to provide replacement copies within 30 days shall be considered a delivery verification reject. If the contractor accumulates more than ten (10) delivery verification rejects in a contract year, NLS may consider partial termination (reduction of titles) or termination for default. At any time during the term of this contract or extensions, NLS/BPH may require the contractor to submit additional proof of delivery, such as a certificate of mailing.

F.3 Period of Performance

The period of performance of this contract shall be for twelve consecutive months starting from the date of award, plus two (2) one year options.

F.4 Shipment

Shipment of materials under this contract shall be made through the United States Postal Service (U.S.P.S.) under the provisions of section E040 of the U.S.P.S Domestic Mail Manual "Free Matter for the Blind and Other Handicapped Persons." Contractor shall arrange for the delivery of the completed work to the post office or for pick-up by the post office.

F.5 Completion of Prior Contracts

If performance on this contract, or other contracts with NLS/BPH in progress at time of award of this contract, deteriorates in terms of quality of work or timeliness of delivery, or, if such contracts are not completed satisfactorily, or if in the opinion of the contracting officer defects found to be caused solely through the fault of the contractor are of such serious nature that substantial performance of such contracts is not being achieved, the government may consider such performance to determine its impact on performance under this contract in terms of quality of work and timeliness. If the deterioration or failure of performance is determined to negate responsibility of the contractor as being able to meet requirements of this contract, the government may consider partial termination (reduction of titles) or termination for default.

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICES

The Library of Congress has not received regular mail service from the United States Postal Service since mid-October 2001. It is not known when full service will resume. Anyone wishing to contact NLS should use the telephone, fax numbers, or email address listed below.

Invoices shall be submitted:

- \$ Via fax (202-707-0712) Attn: NLS Admin. Section, or
- \$ Via email to nlsadm@loc.gov, or
- \$ Via commercial delivery service (UPS, FedEx, DHL, etc.) to:

Library of Congress, NLS
1291 Taylor Street, NW
Attn: Administrative Section
Washington, DC 20542

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name, address, and vendor identification of business concern;
- (2) Invoice date; Contract number, or other authorization for delivery of property or services (including order number and contract line item number); if contract modifications are issued, the modification number in block #3 of the purchase order must be included;
- (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
- (6) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

G.2 PAYMENT DUE DATE

The due date is the date specified in the contract, or if no due date is specified in the contract, the due date shall be considered to be the later of the following two events:

- (1) The 30th day from receipt of a proper invoice, or;
- (2) The 30th day after the acceptance of supplies delivered or services performed by the contractor.

G.3 TECHNICAL DIRECTION

G.3.1 Project Officers

The Head of Production Control Section, NLS/BPH, is the Contracting Officer's Technical Representative (COTR) and will provide technical direction on contract performance. Technical direction includes:

- (1) Direction to the Contractor to assist in accomplishing the requirements as indicated in the Statement of Work.
- (2) Comments on and approval of reports and/or other deliverables.

An assigned NLS/BPH production control specialist will be the project monitor, and the contractor shall designate in writing a project monitor to coordinate with the NLS/BPH project monitor.

The project monitor is designated by the CO to work under the COTR for purpose of monitoring the day-to-day progress of contracts and may give written or oral instruction to ensure that all requirements in the contract are met. These instructions will not exceed the function or authority of the COTR as described above.

G.4 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the

Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract-financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds, or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and

method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

PART I – SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SUBCONTRACTING

Notice and consent of the Contracting Officer and the COTR is required for subcontracting both prior to and after award, as applicable. No subcontracts shall be entered into until it has been determined by NLS/BPH that the proposed subcontracted deliverable meets all requirements of the specifications applying to this contract, including qualification of samples.

H.2 RELEASE, PUBLICATION, AND USE OF GOVERNMENT FURNISHED DATA

No contractor will have the right to use, release to others, reproduce, distribute, or publish any government furnished materials first produced or specifically used by the contractor without prior written permission from the Library of Congress.

H.3 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provisions of this contract, including applicable specifications, will be binding on the Library of Congress unless furnished or agreed to in writing by the Contracting Officer.

H.4 CONTRACTOR COMMITMENTS, WARRANTIES, REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract will be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment will render the Contractor liable under the default provisions for damages due to the Library of Congress under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written amendments to its proposal. Written communication by the contractor is further defined as including (1) any warranty or representation made by the Contractor in a proposal as to performance, (2) any warranty or representation made by the Contractor described in (1) above, made in any literature descriptions, drawings, specifications accompanying or referred to in a proposal, and (3) any modification of or affirmation or representation as to the above that the Contractor has made in or during negotiations.

H.5 USE OF LIBRARY OF CONGRESS NAME OR CONTRACTUAL RELATIONSHIPS IN ADVERTISING

The Contractor agrees not to refer to awards from or contracts with the Library of Congress in commercial advertising in such a manner as to state or infer that the product or service provided is endorsed or preferred by the Library or is superior to other products or services. The Contractor also agrees not to distribute or release any information that states or infers that the Library of Congress endorses, uses or distributes the Contractor's product or service.

H.6 NEWS RELEASES

No news release concerning this contract will be made without prior LOC approval, as appropriate, and then only in coordination with the Contracting Officer.

H.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer will designate, in writing, an authorized representative(s) to discharge such duties and responsibilities as may be delegated to him. The representative(s) will not have the authority to change or alter any of the terms and conditions of the contract. The Contracting Officer is the sole authority to make changes in the contract. The Contractor will be furnished a copy of the COTR delegation.

H.8 KEY PERSONNEL REQUIREMENTS

(A) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose names were submitted in the organizational chart for evaluation of the proposal. The Contractor agrees that such personnel will not be removed from the contract work or replaced without compliance with paragraphs (B) and (C) hereof.

(B) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote less effort to the work than indicated in the proposal or initially anticipated, the contractor will immediately notify the Contracting Officer and will, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least equal ability and qualifications.

(C) All requests for approval of substitutions hereunder shall be in writing and provide a detailed explanation of the circumstances requiring the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(D) If the Contracting Officer determines that suitable and timely replacement of key personnel whom they have reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

SECTION I

CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this internet address: <http://www.acqnet.gov/FAR/>

52.202-01	DEFINITIONS	JUL 2004
52.203-03	GRATUITIES	APR 1984
52.203-05	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-07	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS SEP 2007	
	TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-04 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
LOC 52-209-6	SECURITY REQUIREMENTS FOR ON SITE CONTRACTOR PERSONNEL	NOV 2007
52.211-5 2000	MATERIAL REQUIREMENTS	AUG
52.215-2	AUDIT AND RECORDS-NEGOTIATION	JUN 1999
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-03	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 2005

52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUL 2005
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR SPECIAL WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222 - 39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OF FEES	DEC 2004
52.223-06	DRUG-FREE WORKPLACE	MAY 2001
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY- CONSUMING PRODUCTS	DEC 2007
52.225-01	BUY AMERICAN ACT - SUPPLIES	JUN 2003
52-225-3	BUY AMERICAN ACT - FREE TRADE AGREEMENTS - ISRAELI TRADE ACT. ALTERNATE 1	AUG 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA - GENERAL	DEC 2007
52-227-17	RIGHTS IN DATA - SPECIAL WORKS	DEC 2007
52.229-03	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-01	PAYMENTS	APR 1984
52.232-08	DISCOUNTS FOR PROMPT PAYMENTS	FEB 2002
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-03	PROTEST AFTER AWARD	AUG 1996
LOC 52-232-25	PROMPT PAYMENT	NOV 2007
LOC 52.233-1	DISPUTES	FEB 2008
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

52.243-01	CHANGES - FIXED-PRICE -- ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-01	GOVERNMENT-FURNISHED PROPERTY	JUN 2007
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	AUG 1996
52-246-4 1996	INSPECTION OF SERVICES - FIXED PRICE	AUG
52.246-24 1997	LIMITATION OF LIABILITY - HIGH VALUE ITEMS	FEB
52.247-34	F.O.B. DESTINATION	NOV 1991
52.249-02 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

I.1 52.215-2 AUDIT AND RECORDS--NEGOTIATION. (AUG 1996)-- AS MODIFIED BY THE LIBRARY OF CONGRESS (SEP 1996)

- (a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) The Librarian of Congress, and the Comptroller General--
 - (1) The Librarian of Congress, or an authorized representative of the Librarian of Congress and the Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's

policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and
- (2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this contract that exceed the simplified acquisition threshold in FAR Part 13, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25 percent of the stated quantities, the Government is not obligated to purchase those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of 25 percent of the stated quantities.

(c) Notwithstanding paragraphs (a) and (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless the Contracting Officer and COTR are notified and the order is returned to the ordering office within five (5) working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond the maximum quantities specified.

I.4 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The increase will not be more than 25 percent of the quantities specified in the schedule. The Contracting Officer may exercise the option by written notice to the Contractor not later than 60 days from contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

I.5 LOC 52.233-1 DISPUTES—As Modified by the Library of Congress (FEB 08)

This contract is subject to the Contract Disputes Act of 1978 as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. No. 110-161, Stat (2008).

All disputes arising under or relating to this contract shall be resolved under subject clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The decision of the Contracting Officer shall be final and conclusive unless, the Contractor appeals, within ninety days of receipt of a contracting officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street N.W., Room 7182, Washington, D.C. 20548. Facsimile: 202-512-9749; E-Mail: CAB@gao.gov.

(g) Interest Penalty. Claims shall not be assessed interest penalty.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I.6 FAR 52.222-3 CONVICT LABOR (APR 1984) - As Modified by the Library of Congress

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract.

I.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.8 FAR 52.232-25 PROMPT PAYMENTS (NOV 1994)--As Modified by the Library of Congress

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic fund transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payment.

- (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies of services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.
- (2) The due date for making invoice payment by the designated payment office shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (3) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a) (4) (i) through (a) (4) (viii) of this clause. If the

invoice does not comply with these requirements, the Contractor will be notified of the defect within seven (7) days after the receipt of the invoice at the designated billing office.

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number, if possible).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor's official to whom payment is to be sent must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of defective invoice.
- (viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(b) Contract Financing Payments.

(1) For purposes of this clause, contract-financing payment means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments; progress payments based on cost under the clause at 52.232-16, Progress Payments; progress payments based on a percentage or stage of completion (32.102(e)(1), other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect Engineer Contracts; and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by this date.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Statement of Production Capacity (SPC Form) -- Flash cartridge books (Attachment A)

Specifications as follows are incorporated herein and are available at:
<http://www.loc.gov/nls/specs/index.html>

Specification 403 - Labeling and Packaging Cassette Books (Feb 1997)

Drawings of DTB Flash Cartridge and labels

Drawings of DTB Mailing Container and labels

Available upon request: Sample mailing containers

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to,

(i) Those prices;

(ii) The intention to submit an offer, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory,

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) Definition. "Women-owned business concern," used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women: and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (DEC
2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that,

(i) The Offeror and/or any of its Principals,

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for:

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.213-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.6 52.225-6 TRADE AGREEMENTS CERTIFICATE. (FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: [] Country of Origin: [] [(List as necessary)],

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin

country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The, Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

K.7 PLACE OF PERFORMANCE

(a) The offer, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the offer checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

PLACE OF PERFORMANCE (STREET, ADDRESS, CITY COUNTY, STATE, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN BIDDER
_____	_____
_____	_____
_____	_____

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that:

(a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (___) has, (___) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that:

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2002)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.11 52.225-6 TRADE AGREEMENTS CERTIFICATE. (FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: [] Country of Origin: [] [(List as necessary)],

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

K.12 SUBCONTRACTS

This is notification of intention to subcontract a portion of the work described in this solicitation.
(See C.1.3)

The nature of the work to be subcontracted is: (state specifically)

The proposed contractor is: (Name and address)

K.13 FACSIMILE NUMBER

The offeror shall indicate the telephone number (if applicable) to which the Government may send written communications electronically.

K.14 VENDOR SURVEY FORM

The bidder shall complete and submit the vendor survey form which can be downloaded from the Library of Congress, Contracts website, www.loc.gov/contracts.

I HEREBY CERTIFY THAT THE RESPONSES TO THE ABOVE REPRESENTATIONS,
CERTIFICATIONS AND OTHER STATEMENTS ARE ACCURATE AND COMPLETE.

SIGNATURE: _____

TITLE: _____

DATE: _____

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FORMAT AND INSTRUCTIONS FOR PROPOSAL

The proposal submitted in response to this solicitation shall be formatted as follows, in separately bound volumes and submitted in the quantities specified.

L.1.1 Cover Letter

A cover letter may accompany the proposal. This cover letter may be used to set forth any information the offeror wishes to bring to the attention of the Library. The cover letter is not a part of the proposal.

L.1.2 The Proposal

The proposal shall consist of the following volumes with the number of copies specified and must include all required information, unless waived by the NLS in order for the proposal to be determined responsive.

Volume I-Standard Form of Contract and Price

Original and One (1) copy

Volume II-Statement of Production Capacity (SPC)

Original and One (1) copy

Volume III-Quality Assurance Procedures (QAP) and Samples

Original and One (1) copy.

L.2 VOLUME 1-CONTRACT DOCUMENT

An original and one (1) copy of contractual document (sections A-K as applicable), including any amendments (or acknowledgment of) as issued, must be submitted.

Page one of this solicitation shall be fully executed and dated. Firm-fixed unit prices shall be submitted in Section B, and all representations, certifications, and other statements of offerors, Section K, must be completed.

L.3 VOLUME II-STATEMENT OF PRODUCTION CAPACITY (SPC)

All information must be clear and complete. The contractors shall implement effective controls during the production process for all items listed in their SPC (Attachment A, attached).

L.3.1 Current Contractors

Offerors who are presently producing the product specified in this solicitation may submit an abbreviated Volume II that highlights only changes since the last SPC submission in personnel, procedures, equipment, subcontractors or other factors that could impact production capacity. This packet should include a copy of the latest SPC worksheet with only the changes, if any, noted. The abbreviated Volume II must also include a summary sentence that estimates total capacity for this product in terms of monthly production.

L.3.2 New Offerors

Offerors who have not produced this product for National Library Services (NLS) in the last two years must submit both a narrative description of production capacity, a summary Statement of Production Capacity (SPC) form, and an organizational chart for both the prime offeror and all proposed subcontractors.

L.3.2.1 Narrative Description of Production Capacity

The offeror shall describe its current production capacity, that is, the production capacity of machines and personnel currently in place on staff. The offeror shall note all facilities involved in production and shall provide a complete listing and production capacity of all major equipment (e.g., name, type, manufacturer, number of machines, and other descriptive data deemed essential to make an evaluation of capacity), used in each stage of production. The offeror shall indicate for each production stage whether the work is done in-house, the number of persons working in that stage, and their qualifications. When personnel divide their time among several production stages, the model shall indicate this by showing the number of full-time people for each stage, e.g., stage 1: 4-1/2 people, stage 2: 7-1/4 people, and so forth. The offeror shall also include any other information that affects production capacity or reliability. For example, narrative may be added to describe factors that present a potential impact on capacity, such as award of other pending proposals.

L.3.2.2 SPC Form

Using the formats shown on the SPC form (Attachment A), the offeror shall summarize current production capacity. Rows may be added to or deleted from the tables, as needed to fit the offeror's production process, but the columns must not be changed. Offerors are encouraged to use actual data from annual production records, whenever possible, in the column "Output/Hr./Person, Machine, etc." on the current capacity chart. If actual data are used, then "Operating %" may be put at 100%, and the contractor shall add a note explaining that this was done.

As part of the determination of responsibility, the Library will determine estimated production capacity based on this Statement of Capacity, as well as prior experience with the offeror, taking into consideration a combination of quality and delivery performance on prior contracts (if any) current equipment, staff and operating conditions.

L.3.2.3 Organizational Chart

An organizational chart shall be included with the producers identifying personnel responsible for each step in production operations together with their qualifications. (See Section H)

L.3.2.4 Use of Subcontractors

Offerors must identify all subcontractors and their responsibility with the project. Similar technical information, names of key personnel, etc. and financial information required to determine responsibility of the prime contractor must be submitted for all subcontractors.

L.4 VOLUME III—QUALITY ASSURANCE PROCEDURES (QAP) AND SAMPLES

L.4.1 Abbreviated Volume III- Current Contractors

Offerors who are presently producing the product specified in this solicitation under contract to NLS, may submit an abbreviated Volume III that includes:

- (1) All changes in personnel, procedures, equipment or any other factors that could impact quality control.
- (2) Corrective actions instituted or quality control procedures modified in response to each reject received during the twelve (12) months preceding this solicitation. Each reject should be referenced to the applicable point in the producer's current QAP and include a brief synopsis of the reject and the corrective action taken.

(NOTE) Current contractors who decide to send a complete Volume III must also provide corrective action taken or quality control procedures modified in response to each reject, relevant to the product specified in this solicitation during the preceding 12 months (see note (2) above).

NLS reserves the right to require a full and complete Quality Assurance Procedure from individual producers at the time of the solicitation.

L.4.1.1 Waiver of Sample Submission

Current producers (current includes within the last two years) are not required to submit samples unless written notification of the requirement for samples is received from NLS at least ten (10) days prior to proposal opening.

L.4.2 New Offerors

Offerors who have not produced this product for NLS in the last two years must submit quality assurance procedures and samples.

L.4.2.1 Quality Assurance Procedures

Quality assurance procedures shall be submitted describing procedures for guaranteeing that all requirements in NLS/BPH specifications applicable to this product (see section J) shall be met. The procedures shall include, but not be limited to, the following elements:

- (1) incoming material inspection
- (2) in-process manufacturing inspection
- (3) outgoing inspection of the finished product
- (4) an organizational chart identifying personnel responsible for each step in the quality control production process together with their qualifications.
- (5) A clear statement describing production of a product of similar complexity and difficulty, including history of meeting quality requirements and references.

L.4.2.2 Samples (See also L.8)

Unless waived (see L.4.1.1) offerors shall submit samples of the product requested in this proposal that precisely meet all applicable specifications in all respects.

NOTE: To complete the duplication tests required by L.4.2.2.3 the offeror MUST REQUEST from the Contracting Officer A MINIMUM OF TWO (2) WEEKS PRIOR TO PROPOSAL OPENING a sample title in NLS file format that will be supplied by the Library via web delivery.

Samples to be submitted are:

L.4.2.2.1 Flash Cartridge Components

Qualification of samples and documentation required by Specification #403, paragraph 4.3.1 or approval waiver from NLS. Items provided shall consist of the following: copies of the results of the examination, measurement, and the test samples themselves; and a statement by the offeror certifying that the product complies with all the requirements of Drawings 1014, 1401, 1403 and applicable sections of Specification #403.

L.4.2.2.2 Written Documentation

Documentation shall indicate that the offeror will incorporate the quality control methods established by Specification #403 into the offeror's manufacturing operations and organizational structure.

L.4.2.2.3 Flash Cartridge Labels and Container Labels and Book Cards

Three print braille flash cartridge labels or documentation indicating the approved supplier who will produce the labels.

L.5 FINANCIAL RESPONSIBILITY

The offeror shall describe the size of the company and must submit information to support a determination of financial responsibility. This may be in the form of an annual report, letters of credit from a bank or other financial institution, or profit and loss statements certified by a public accountant. Equivalent information shall be provided for all subcontractors proposed. All information submitted shall be marked confidential if applicable.

L.6 MAIL-TO/DELIVER-TO ADDRESSES FOR PROPOSALS

Deadline for submission of Offers:

Proposals must be received at the specified place for receipt of offers not later than September 16, 2008, 2:00 p.m., local time.

Place for Receipt of Offers: The Library of Congress
Office of Contracts
101 Independence Avenue, SE - LA 325
Washington, DC 20540
Attn: Contracting Officer – (Solicitation Number
LCNLS08R0185)

L.6.1 Proposals shall NOT be mailed via United States Postal Service (USPS)

For security purposes, all U.S. Postal Service mail is being screened off-site prior to arrival at the Library of Congress.

L.6.2 Proposals shall be conveyed via a commercial carrier such as Federal Express, United Parcel Service, etc. or hand delivered as indicated below.

L.6.2.a Proposals sent via commercial carrier shall be addressed as follows:

The Library of Congress
Office of Contracts
101 Independence Avenue, SE - LA 325
Washington, DC 20540-9411
Attn: Contracting Officer – (Solicitation Number from Form33)

The offeror's name and address, the solicitation number, and the scheduled date and time for receipt of proposal shall be displayed prominently on the outside of all envelopes/wrappers.

L.6.2.b Hand delivered proposals shall be marked to the attention of the contracting officer and shall be delivered to:

The Library of Congress
Office of Contracts
John Adams Bldg, Room 325
2nd Street, S.E. (between Independence Ave. and East Capitol Streets)
Washington, DC 20540-9411

Commercial carriers may also deliver proposals to this address. When delivering proposals to the above address, use the 2nd street entrance, tell the guard at the door that the package is a proposal, and it will be x-rayed. Take the elevator to the third floor; room 325 is through the double doors on the right side of the third floor lobby as you exit the elevators. Offerors may ask for the contracting officer or leave the package with the individual at the entry desk once it has been date/time stamped. A duplicate of the date/time stamp will be provided to the individual delivering the offer.

Offerors are advised that no parking or standing of vehicles is permitted on 2nd street in front of the Adams Building and sufficient time should be allowed to find parking.

Please refer to the FAR provision (52.214-7) included elsewhere in this section regarding late proposals.

L.7 52.204-6 CONTRACTOR IDENTIFICATION NUMBER, DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

- (a) The offerer shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies

the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-866-705-5711. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address
- (3) Company telephone number
- (4) Line of business
- (5) Chief executive officer/key manager

- (6) Date the company was started
- (7) Number of people employed by the company
- (8) Company affiliation
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.8 PROPOSAL SAMPLES (APR 2002) ALTERNATE II (MAY 2002)

- (a) "Bid sample" means a product sample required to be submitted by a bidder to show those characteristics of the offered products that cannot adequately be described by specifications, purchase descriptions, or the invitation for bid (e.g., balance, facility of use, or pattern).
- (b) Bidders must furnish bid samples as part of the bid. The Government must receive the bid samples by the time specified in the invitation for bids. If the bidder fails to submit samples on time, the Government will reject the bid, except that the Contracting Officer will consider a late sample sent by mail under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.
- (c) The Government will test or evaluate bid samples to determine compliance with all the characteristics listed for examination in this solicitation. The Government will reject the bid when the sample fails to conform to the required characteristics. Products delivered under any resulting contract must conform to (1) the approved sample for the characteristics listed for test or evaluation and (2) the specifications for all other characteristics.
- (d) Unless otherwise specified in the solicitation, bid samples shall be (1) submitted at no expense to the government and (2) returned at the bidder's request and expense unless they are destroyed during pre-award testing.
- (e) At the discretion of the Contracting Officer, the requirements for furnishing bid samples may be waived if:
 - a. The bid states that the offered product is the same as the product offered by the bidder to the NLS/BPH under current production (see waiver requirements in section L.4.1.1) on a previous acquisition
 - b. The Contracting Officer determines that the previously offered product was accepted or tested and found to comply with specification and other requirements for technical acceptability conforming in every material respect with those of this solicitation
 - c. The product offered under this solicitation will be produced under a resulting contract at the same plant in which the previously acquired or tested product was produced.

L.9 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Name of Contracting Officer
Library of Congress
Office of Contracts
101 Independence Ave., S.E. Room LA-325
Washington, DC 20540-9411

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.10 SITE INSPECTION

NLS/BPH reserves the right to conduct a pre-award survey of offerors' production site(s), facilities and equipment. NLS/BPH reserves the right to observe production at offerors' premises at any time during the performance of any contract resulting from a proposal in response to this solicitation.

SECTION M

EVALUATION FACTORS FOR AWARDS

M. 1 EVALUATION CRITERIA

-M.1.1 The Library reserves the right to award all, none, or some of this solicitation as may be in its best interest. The Library reserves the right to give preference to nonprofit institutions or agencies whose activities are primarily concerned with the blind and with other physically handicapped persons, in all cases where the prices or proposals submitted by such institutions or agencies are under all circumstances and needs involved determined to be fair and reasonable (for these purposes fair and reasonable means no greater than 10 percent higher than prices quoted by commercial sources), and if such organizations meet the requirements or the policy set forth in section C.1.3 in the preface to this invitation.

M.1.2 The Library reserves the right to make multiple awards.

M.1.3 Technical evaluators will not have access to price data until such time as they present to the contracting officer a final technical ranking of all proposals. A merger of the two evaluations, cost and technical, will then be conducted to select the optimum proposal or proposals on which further negotiations will be conducted.

M.2 EVALUATION FACTORS FOR AWARD

The following evaluation factors will be used to evaluation proposals. The evaluation factors are listed in ascending order of importance.

M.2.1 Business experience

M.2.1.1 Evidence that the contractor is duly registered as a business or nonprofit organization.

M.2.1.2 Evidence of adequate financial resources to perform the contract, or the ability to obtain such resources in time to fulfill the contract.

M.2.2 Production Capabilities

M.2.2.1 Demonstration of experience producing products of similar complexity at a similar rate.

M.2.2.2 Ability to comply with required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments.

M.2.2.3 Necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them in time to fulfill the contract.

M.2.2.4 Necessary production, construction, plant facilities and technical equipment, or the ability to obtain them.

M.2.2.5 Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see Far 9.104-1 (g)).

M.2.2.6 Completed Table B: Statement of Production Capacity FY2008

M.2.3 Quality controls

M.2.3.1 Demonstration of quality control procedures.

M.2.3.2 Ability to comply with all quality specifications, including the submission of samples as necessary.

M.2.4 Price - will not be scored, but it will be evaluated to determine the reasonableness of price.

M.3 RESPONSIVENESS OF PROPOSALS TO BE CONSIDERED FOR AWARD:

M.3.1 A proposal must comply in all material respects with the RFP; proposal conditions that alter requirements or limit the government's rights shall not be considered.

M.3.2 Telegraphic proposals shall not be considered.

M.3.3 Facsimile proposals shall not be considered.

M.3.4 Proposals must be filled out, executed, and submitted in accordance with the instructions and all items required must be submitted with the proposal.

M.4 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)

In addition to other factors, proposals will be evaluated on the basis of advantages and disadvantages to the government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating proposals, that \$500.00 would be the administrative cost to the government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the government, including the assumed administrative cost.

AWARD CRITERIA

An award will be made to the offeror whose proposal is the best value to the Government. All evaluation factors other than cost or price when combined are equal to cost or price in importance. The Government intends to evaluate offers and award a contract without discussions with offers. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public's interest; and waive informalities and minor irregularities in offers received.

ATTACHMENT A**STATEMENT OF PRODUCTION CAPACITY**
FLASH CARTRIDGE DUPLICATION

Producer _____
 Prepared _____

Date

Note: Except for last column, output should be in terms of units listed in each row.

Production Stage (Units) Available	Output/Year Per Person, Machine, etc. (specify which) x	Number of Persons, * Machines, etc. x	% of Output Available to NLS **	Operating % *** =	Net Output Per Year Available to NLS in units noted
Duplication (flash cartridges)	X	X	X	=	cartridges
Labeling (flash cartridges)	X	X	X	=	cartridges
Packaging and Shipping (mailing containers)	X	X	X	=	Mailing containers

*When employees work in more than one area, the model must reflect this by prorating the number of persons or the number of hours accordingly.

**Percent of capacity in each production stage that is available for use on NLS projects.

***If downtime equals 15%, operating % equals 85 %. Downtime can be due to illness, failure of equipment, etc.